

USE AGREEMENT

THIS USE AGREEMENT is entered into between CITY OF ALAMEDA, a charter city and municipal corporation ("City") and ALAMEDA SOCCER CLUB, a California non-profit corporation ("Club").

RECITALS

- A. City owns certain real property commonly known as the former Naval Air Station Alameda, Lexington Fields ("Property").
- B. On a portion of the Property, delineated on the attached Exhibit A, the City has constructed a soccer field.
- C. In the past, the Club has used and maintained the soccer field, subject to the City's providing the use of the soccer field to other sports organization when the Club was not using it.
- D. Club has requested the City to continue to use, maintain and improve the soccer field.
- E. City is willing to allow the Club to continue to use and maintain the soccer field, and to improve the soccer field, as provided in this Use Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. USE OF SOCCER FIELD GRANTED

1.1 Permitted Uses. City grants the Club the permission to use the area delineated in the attached Exhibit A ("the Use Area") for soccer play, programs, and related soccer activities. Club acknowledges that the Use Area is in good order and satisfactory condition and that neither the City nor any agent of the City has made any representation or warranty with respect to the suitability of the Use Area for soccer play, programs and related soccer activities.

1.2 Right to Enter and Inspect. City reserves the right, and at any time and from time to time, to enter the Use Area without notice at any time for purposes of inspecting the Use Area to determine whether the Use Area is in good condition and whether the Club is complying with its obligations under this Use Agreement; and to perform any necessary maintenance, repairs or restoration to the Use Area. In connection with any of the foregoing activities, the City shall use reasonable efforts to minimize any interference with the Club's use of the Use Area. The City shall not be liable in any manner and the Club hereby waives any claims for damages, for any inconvenience, disturbance, loss of business, nuisance, or other damages arising out of the City's entry into the Use Area.

2. TERM

The term of this Use Agreement ("Initial Term") shall be for ten years, commencing on January 1, 2021 and ending on December 31, 2031 unless sooner terminated or extended as hereinafter provided. Notwithstanding any other provision of this Agreement, the City, in its sole and complete discretion, may terminate this Agreement and retake full control of the Property and the Use Area, by providing written notice 360 days prior to the termination date. Before the expiration of the Initial Term, the City may extend this Use Agreement for an additional ten years, to December 31, 2041 (the "Renewal Term"), by

providing written notice to the Club as provided in Article 17 no sooner than 60 days and no later than 30 days prior to December 31, 2031. If the City elects to terminate or extend this Use Agreement, the Director of Recreation and Parks Department shall provide the notice to the Club. The Initial Term and the Renewal Term, if any, shall be collectively referred to in this Use Agreement as the "Term".

3. CONSIDERATION

3.1 Consideration. Consideration for this Use Agreement shall be in the form of the Club's maintenance of the soccer field in a safe and playable condition at the Club's sole cost through the Term of this Use Agreement, including, but not limited to, grass cutting, refuse collection and disposal, lining of the fields, set-up and take down for the Club's sponsored soccer games.

3.2 Additional Consideration. As used in this Use Agreement, the term "Additional Consideration" shall mean all sums of money that are due and payable by the Club under the terms of this Use Agreement including, but not limited to, the Club's share of Utilities, if any, in accordance with Article 5 of this Use Agreement.

4. USE; COMPLIANCE WITH LAWS

4.1 Use. The Use Area shall be used only for soccer play, programs, and related soccer activities and for no other purpose.

4.2 Compliance with Laws. The Club shall comply with all laws, ordinances, rules, regulations and codes, of all municipal, county, state and federal authorities, including the Americans With Disabilities Act, as amended, (42 U.S.C. Section 1201 et seq. [the "ADA"]) (collectively, "Laws") pertaining to the Club's use of the Use Area. The Club shall be responsible for making all improvements and alterations necessary to bring the Use Area into compliance with applicable ADA requirements and to ensure that the Use Area remains in compliance throughout the Term of this Use Agreement. The Club shall not commit, or suffer to be committed, any waste upon the Use Area or any public or private nuisance, nor shall the Club store any materials on the Use Area which are visible from areas adjacent to the Use Area, unless otherwise specifically set forth in this Use Agreement. The Club shall not permit any objectionable odor to escape or be emitted from the Use Area and shall ensure that the Use Area remains free from infestation from rodents or insects.

4.3 Compliance with Restrictions. The Use Area is located on property known as the former Naval Air Station Alameda, which was conveyed to the City by the United States of America, acting by and through the Department of the Navy by a quitclaim deed dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199810 of Official Records in the Office of the County Recorder, Alameda County, California ("Quitclaim Deed"). Said Quitclaim Deed conveyed the Use Area subject to certain covenants, conditions, restrictions, easements, and encumbrances as set forth therein. The Use Area is further encumbered by those certain restrictions set forth in the Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013 and recorded June 6, 2013 as Series No.: 2013-199782 in the Office of the County Recorder of Alameda County ("Declaration of Restrictions"). Copies of the Quitclaim Deed and Declaration of Restrictions have been delivered to the Club. Use of the Use Area is further restricted by the National Environmental Protection Act Record of Decision ("ROD") for the disposal and reuse of the former Naval Air Station Alameda, and all conditions contained therein. A copy of the ROD is available for review at City offices during normal business hours. The covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances set

forth in the Quitclaim Deed, Declaration of Restrictions and the ROD, as they effect the Use Area, are collectively referred to herein as the "Restrictions." Any use of the Use Area shall comply with the Restrictions and a failure to so comply shall constitute a Default under this Use Agreement

4.4 Parking. The Club and its employees, agents, suppliers, customers, patrons and invitees shall park their vehicles only on public streets and not in nor on the Use Area.

4.5 Scheduling. Subject to the need for proper field rotation and scheduling with the Club, the City shall have the right to use the Use Area for public recreational programs for youth and adults, during any time of the year for which the Club has not otherwise scheduled its soccer practices and games. The Club shall meet annually to coordinate public use of the Use Area by the City's Recreation and Park Department. The Club shall not unreasonably withhold its consent to use the Use Area for public recreational programs for youth and adults.

5. UTILITIES.

5.1 Payments for Utilities and Services. The Club shall contract directly with the providers of, and shall pay all charges for, water, sewer, gas, electricity, heat, cooling, telephone, refuse collection, janitorial, pest control, security and monitoring services furnished to the Use Area, together with all related installation or connection charges or deposits ("**Utilities**"). If any such Utilities are not separately metered or billed to the Club for the Use Area but rather are billed to and paid by the City, the Club shall pay to the City, as Additional Fees, its pro rata share of the cost of such services, as reasonably determined by the City. The Club acknowledges that the water is metered. The City shall take meter readings each month and shall prepare and invoice for water used by the Club for the use and maintenance of the Use Area during the previous month. The City shall not be liable for any reason for any loss or damage resulting from an interruption of any of these services. The City may designate the provider of Utilities and in such event the Club shall use such designated provider; provided that the Club shall have no claim against the City, of any type, for any failure of such provider to provide such service, and the Club's remedy, if any, shall be limited to such provider.

5.2 No Liability of the City. Except in the case of the City's gross negligence or willful misconduct, in no event shall the City be liable or responsible for any loss, damage, expense or liability, including, without limitation, loss of business or any consequential damages, arising from any failure or inadequacy of any service or utility provided to the Use Area, whether resulting from any change, failure, interference, disruption or defect in supply or character of the service or utility provided to the Use Area, or arising from the partial or total unavailability of the service or utility to the Use Area, from any cause whatsoever, or otherwise, nor shall any such failure, inadequacy, change, interference, disruption, defect or unavailability constitute an actual or constructive Default of the City nor entitle the Club to any abatement or diminution of Fees or otherwise relieve the Club from its obligations under this Use Agreement.

6. PERSONAL PROPERTY TAXES.

6.1 The Club's Tax Obligation. The Club shall pay all Taxes (as hereinafter defined) levied or imposed against the Club's personal property or trade fixtures placed by the Club in or about the Use Area during the Term. Taxes shall mean all taxes, assessments and governmental charges, whether federal, state, county or municipal, and whether general or special, ordinary or extraordinary, foreseen or unforeseen.

6.2 Payment. The Club shall pay the Taxes directly imposed upon it for its personal property or trade fixtures in accordance with the instructions of the taxing entity. The Club's obligation to pay Taxes during the last year of the Term shall survive the termination of this Use Agreement.

7. ALTERATIONS.

7.1 The City's Consent Required. The Club shall not make any alterations, improvements, or additions (each an "Alteration") in or about the Use Area or any part thereof without the prior written consent of the City, which consent may be granted, withheld or conditioned upon the City's sole and absolute discretion. The Club will notify the City's Recreation and Park Department within sixty (60) days prior to any renovations.

7.2 Alterations. Any Alterations to the Use Area shall be at the Club's sole cost and expense, and made in compliance with all applicable Laws and all reasonable requirements requested by the City. Prior to starting work, the Club shall furnish the City with plans and specifications (which shall be in CAD format if requested by the City); names of contractors reasonably acceptable to the City; required permits and approvals; evidence of contractors and subcontractors insurance in amounts reasonably required by the City and naming City and such other persons or entities as the City may reasonably request, as additional insureds; and any security for payment in performance and amounts reasonably required by the City. In addition, if any such Alteration requires the removal of asbestos, an appropriate asbestos disposal plan, identifying the proposed disposal site of all such asbestos, must be included with the plans and specifications provided to the City. The Club shall reimburse the City for any sums paid by the City for third party examination of the Club's plans for Alterations. The City's approval of an Alteration shall not be deemed a representation by the City that the Alteration complies with Law. Upon completion, the Club shall furnish the City with at least three (3) sets of "as built" plans (as well as a set in CAD format, if requested by the City) for the Alterations, completion affidavit and full and final unconditional waivers of liens and will cause a Notice of Completion to be recorded in the Office of the Recorder of the County of Alameda. Any Alteration shall at once become the property of the City; provided, however, that the City, at its option, may require the Club to remove any Alterations prior to the expiration or sooner termination of this Use Agreement. If the Club serves a request in writing together with the Club's request for the City's consent to any such "Removal Request"), the City will notify the Club at the time of the City's consent to any Alterations ("Removal Request") such Alterations as to whether the City requires their removal. All costs of any Alterations (including, without limitation, the removal thereof, if required) shall be borne by the Club. If the Club fails to promptly complete the removal of any Alterations and/or to repair any damage caused by the removal, the City may do so and may charge the reasonable costs thereof to the Club. All Alterations shall be made in a first-class, workmanlike manner, in accordance with the City's then-current guideline for construction, and the Club shall maintain appropriate liability and builders' risk insurance throughout the construction. The Club shall indemnify, defend, protect and hold the City harmless from and against any and all claims for injury to or death of persons or damage or destruction of property arising out of or relating to the performance of any Alterations by or on behalf of the Club.

7.3 Excavations. In the event the Club intends to perform any Alterations requiring excavations below the surface of the Use Area or construction of a permanent structure on the Use Area, the Club must determine the actual location of all utilities using standard methods (i.e., potholing, metal fish line, etc.) and submit this information with an application to excavate or application to build a permanent structure to the City for approval (which shall also include the approval of other applicable governmental authorities). The application shall include a site plan showing the location of utilities and

that construction will not take place above the utility line or within the utility easement, specifically showing that no permanent structure will be constructed in these areas. The Club shall be responsible for complying with the provisions of the City's Marsh Crust Ordinance, and if required, shall obtain a Marsh Crust Permit.

7.4 Liens. The Club shall pay when due all claims for labor or materials furnished to the Club for use in the Use Area. The Club shall not permit any mechanic liens or any other liens against the Use Area for any labor or materials furnished to the Club in connection with work performed on or about the Use Area by or at the direction of the Club. The Club shall indemnify, hold harmless and defend the City (by counsel reasonably satisfactory to the City) from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of the Club. In the event that the Club shall not, within fifteen (15) business days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, the City shall have, in addition to all other remedies provided herein or by law, the right, but not the obligation, to cause the same to be released by such means as it may deem proper, including payment of the claim giving rise to such lien. All such sums paid by the City and expenses reasonably incurred in connection therewith, including attorneys' fees and costs, shall be payable to the City by the Club on demand.

8. MAINTENANCE AND REPAIR OF USE AREA.

8.1 Maintenance and Repair by the Club.

a) Maintenance. The Club shall, at its sole costs and expense, maintain the Use Area in good repair and in a neat and clean condition, including making all necessary repairs and replacements. The Club's repair and maintenance obligations include, without limitation, repairs to: (i) field turf; (ii) bleachers; (iii) irrigation; (iv) fencing; and (v) Alterations, described in Article 7;

b) Repair. The Club shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Use Area caused by the Club or the Club's agents, employees, invitees, the Clubs, visitors or contractors, including but not limited to repairs or replacements necessitated by (i) the construction or installation of improvements to the Use Area by or on behalf of the Club and (ii) the moving of any property into or out of the Use Area. If the Club fails to make such repairs or replacement within fifteen (15) days after notice from the City, then the City may, at its option, upon prior reasonable notice to the Club (except in an emergency) make the required repairs and replacements and the costs of such repairs or replacement shall be charged to The Club as Additional Fees and shall become due and payable by the Club within thirty (30) days.

9. ENVIRONMENTAL PROTECTION PROVISIONS.

9.1 Hazardous Materials. "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Use Area are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the

state where the Station is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. "Hazardous Materials Laws" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

9.2 Reportable Uses Required Consent. Except as permitted in this Article 9, the Club hereby agrees that the Club and the Club's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the Use Area (for purposes of this Article 9, referred to collectively herein as "the Club's Representatives") shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the Use Area or transport to or from the Use Area without the express prior written consent of the City, which consent may be limited in scope and predicated on strict compliance by the Club of all applicable Hazardous Materials Laws and such other reasonable rules, regulations and safeguards as may be required by the City (or any insurance carrier, environmental consultant or lender of the City, or environmental consultant retained by any lender of the City) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under or about the Use Area. In connection therewith, the Club shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the Club or any of the Club's Representatives of Hazardous Materials on the Use Area, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Use Area. The foregoing notwithstanding, the Club may use ordinary and customary materials reasonably required to be used in the course of the Permitted Use, including fertilizers, pesticides and fungicides, so long as such use is in compliance with all Hazardous Materials Laws and does not expose the Use Area or neighboring property to any meaningful risk of contamination or damage or expose the City to any liability therefor.

9.3 Remediation Obligations. If at any time during the Term, any contamination of the Use Area by Hazardous Materials shall occur where such contamination is caused by the act or omission of the Club or the Club's Representatives ("**The Club's Contamination**"), then the Club, at the Club's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Use Area or the groundwater underlying the Use Area to the extent required to comply with applicable Hazardous Materials Laws. The Club shall not take any required remedial action in response to any the Club's Contamination in or about the Use Area or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any the Club's Contamination without first obtaining the prior written consent of the City, which may be subject to conditions imposed by the City as determined in the City's sole discretion. Such prior written consent shall not be required to the extent the delay caused by the requirement to obtain consent may increase the damage to the Use Area or the risk of harm to human health, safety or security caused by the Club's Contamination. The City and the Club shall jointly prepare a remediation plan in compliance with all Hazardous Materials Laws and the provisions of this Use Agreement. In addition to all other rights and remedies of the City hereunder, if the Club does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any the Club's Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with the Club's Contamination within thirty (30) days after all necessary approvals and consents have been obtained, and thereafter continue to prosecute such remediation to completion in accordance with the approved remediation plan, then the

City, at its sole discretion, shall have the right, but not the obligation, to cause such remediation to be accomplished, and the Club shall reimburse the City within fifteen (15) business days of the City's demand for reimbursement of all amounts reasonably paid by the City (together with interest on such amounts at the highest lawful rate until paid), when such demand is accompanied by proof of payment by the City of the amounts demanded. The Club shall promptly deliver to the City copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Use Area as part of the Club's remediation of any the Club's Contamination. The foregoing notwithstanding, "the Club's Contamination" shall not refer to or include any Hazardous Materials that were not clearly introduced to the Use Area by the Club or the Club's Representatives. As an example, if lead dust or asbestos are found on the Use Area, unless there is clear evidence that the Club introduced those Hazardous Materials to the Use Area, those Hazardous Materials shall not be considered "the Club's Contamination," and it shall not be the Club's responsibility to take remedial action relating to such Hazardous Materials.

9.4 Environmental Permits. The Club, its contractors, assigns or subtenants shall be solely responsible for obtaining, at their cost and sole expense, any environmental permits required for the Club's operations under the Use Agreement, independent of any existing permits held by the City. The Club shall not conduct operations or activities under any environmental permit that names the City as a secondary discharger or co-permittee. The Club shall provide prior written notice to the City of all environmental permits and permit applications required for any of the Club's operations or activities. The Club acknowledges that the City will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Club, its contractors, assigns or subtenants. The Club shall strictly comply with any and all environmental permits (including any hazardous waste permit required under the Resource Conservation and Recovery Act or its state equivalent) and must provide, at its own expense, any hazardous waste management facilities complying with all Hazardous Material Laws.

9.5 The City's Inspection Right. The City shall have the right to inspect the Use Area for compliance with environmental, safety, and occupational health laws and regulations, regardless of whether the City is responsible for enforcing or complying with them. The Club shall have no claim against the City, or any officer, agent, employee, contractor or subcontractor of the City by reason of entrance of such City officer, agent, employee, contractor or subcontractor onto the Use Area.

9.6 Hazardous Materials Handling Plan. Prior to the execution of this Use Agreement, the Club shall complete, execute and deliver to the City an Environmental Questionnaire Disclosure Statement (the "Environmental Questionnaire"), in the form of Exhibit D attached hereto. To the extent the Club intends to store, use, treat or dispose of Hazardous Materials on the Use Area, the Club shall prepare and submit together with the Environmental Questionnaire a Hazardous Materials Handling Plan (the "Hazardous Materials Handling Plan"). For a period of fifteen (15) days following the City's receipt of the Environmental Questionnaire and Hazardous Materials Handling Plan, if applicable, the City shall have the right to approve or disapprove such documents. The failure of The City to approve such documents shall be deemed The City's disapproval thereof. The City approval of the Environmental Questionnaire and the Hazardous Materials Handling Plan shall constitute approval for the Club's use of the Hazardous Materials set forth therein in compliance with Hazardous Materials Laws and the Hazardous Materials Handling Plan. Following approval of the Hazardous Materials Handling Plan, the Club shall comply therewith throughout the Term. To the extent Licensee is permitted to utilize Hazardous Materials upon the Use Area, such use shall be limited to the items set forth in the Environmental Questionnaire, shall comply with Hazardous Materials Laws and the Hazardous Materials Handling Plan and the Club shall promptly provide the City with complete and legible copies of all the following environmental items relating thereto: reports filed pursuant to any self-reporting requirements; permit applications, permits, monitoring reports, workplace exposure and community exposure warnings

or notices and all other reports, disclosures, plans or documents relating to water discharges, air pollution, waste generation or disposal, and underground storage tanks for Hazardous Materials; orders, reports, notices, listing and correspondence of or concerning the release, investigation of, compliance, cleanup, remedial and corrective actions, and abatement of Hazardous Materials; and all complaints, pleadings and other legal documents filed by or against the Club related to the Club's use, handling, storage or disposal of Hazardous Materials. If, in conjunction with the Club's Permitted Use of the Use Area, the Club desires to commence the use, treatment, storage or disposal of previously undisclosed Hazardous Materials, prior to such usage thereof, the Club shall notify the City thereof, by written summary detailing the scope of such proposed usage and updating the Hazardous Materials Handling Plan to the extent required by such proposed usage. For a period of fifteen (15) days following the City's receipt of such notice, the City shall have the right to approve or disapprove of such documents. The failure of the City to approve of such documents within such time period shall be deemed the City's disapproval thereof.

9.7 Hazardous Materials Indemnity. In addition to any other provisions of this Use Agreement, the Club shall, and does hereby agree, to, indemnify and hold harmless the City from any costs, expenses, liabilities, fines or penalties storage or resulting from spills, discharges or disposal arising from the Club's use or operations, or any other action by the Club or its contractors, employees, agents, assigns, invitees, or subtenants giving rise to liability, civil or criminal, or any other action by the Club or its contractors, employees, agents, assigns, or subtenants giving rise to responsibility under any Hazardous Materials Laws. The Club's obligations hereunder shall apply whenever the City incurs costs or liabilities for the Club's activities or for the activities of the Club's contractors, employees, agents, assigns, invitees, or subtenants as provided hereunder. This provision shall survive the expiration or termination of this Use Agreement.

10. USE BY OTHER SPORTS ORGANIZATIONS.

10.1 Except as otherwise provided in this Article 10, this Use Agreement is personal and non-assignable by the Club. The Club may allow the Use Area to be used by one or more sports organizations with the City's prior written approval. The City acknowledges that the Club intends to request that the Piedmont Soccer Club (PSC) and East Bay United Soccer Club (EBU) and their parent league, Jack London Youth Soccer Sports League (JLYSSL), and Alameda United Football Club (AUFC) be allowed to use the Use Area. Except as otherwise expressly provided above with respect to the City-approved organizations, any attempt to assign any of the Club's interests under this Use Agreement, without prior written consent from the City, shall be null and void and shall constitute a Default within the meaning of Article 15.

11. INDEMNITY AND WAIVER OF CLAIMS.

11.1 The Club's Indemnification. The Club shall indemnify, defend and hold the City and the City Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges, judgment and expenses (including reasonable attorneys' fees, costs and disbursements) (collectively referred to as "Losses"), arising from (a) the use of, or any activity done, permitted or suffered-in or about-the Use Area; (b)-any activity done, permitted or suffered by the Club or the Club's agents in or about the Use Area; (c) any act, neglect, fault, or willful misconduct of the Club or the Club's agents; or (d) from any breach or default in the terms of this Use Agreement by the Club or the Club's agents, except to the extent such claims arise out of or relate to the gross negligence or willful misconduct of the City. If any action or proceeding is brought against the City by reason of any such claim, upon notice from the City, The Club shall defend the same at the Club's expense by counsel reasonably satisfactory to the City. As a material part of the consideration to the City, the Club hereby

releases The City and its elected officials, officers, employees, and agents ("the City Related Parties") from responsibility for, waives its entire claim of recovery for and assumes all risks of (i) damage to property or injury to person in or about the Use Area from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of the City or the City Related Parties, or (ii) loss resulting from business interruption or loss of income at the Use Area.

11.2 Waiver of Claims. Except in the event of its own gross negligence or willful misconduct, the City shall not be liable to the Club and the Club hereby waives all claims against the City and the City Related Parties for any injury or damage to any person or property occurring or incurred in connection with or in any way relating to the Use Area from any cause. Without limiting the foregoing, neither the City nor any of the City Related Party shall be liable for and there shall be no abatement of Fees for (a) any damage to the Club's property stored with or entrusted to any of the City Related Party, (b) loss of or damage to any property by theft or any other wrongful or illegal act, or (c) any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Use Area or from the pipes, appliances, appurtenance or plumbing works thereof or from the roof, street or surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other users or other visitors to the Use Area or from any other cause whatsoever, (d) any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Use Area or (e) any latent or other defects in the Use Area. The Club agrees that in no case shall the City or any of the City Related Party be responsible or liable on any theory for any injury to the Club's business, loss of profits, loss of income or any other form of consequential damage.

11.3 Survival/No Impairment. The obligations of the Club under this Article 11 shall survive any termination of this Use Agreement. The foregoing indemnity obligations shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Use Agreement, to the extent that such policies cover the peril or currents that results in the claims that are subject to the foregoing indemnity.

12. INSURANCE

12.1 The Club's Insurance.

a) Liability Insurance. The Club shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million Dollars (\$2,000,000:00) each occurrence for bodily injury and property damage combined, or such larger amount as the City may prudently require from time to time, covering bodily injury and property damage liability and product liability if a product is sold from the Use Area. Each policy of liability insurance required by this Article shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by the City covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to the City; and (v) name the City, and such other parties in interest as the City may from time to time reasonably designate to the Club in writing, as additional insureds. Such additional insureds shall be provided at least the same extent of coverage as is provided to the Club under such policies.

b) The additional insured endorsement shall be in a form at least as broad as endorsement form number CG 20 11 01 96 promulgated by the Insurance Services Office and shall read

as follows: City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured by endorsement under all insurance coverages, except for professional liability insurance, required by this Use Agreement.

c) **Property Insurance.** In the event the Club makes any Alterations to the Use Area or otherwise constructs or installs any improvements in which the City has an interest, the Club shall obtain and keep in full force and effect a policy or policies in the name of the City, with loss payable to the City insuring loss or damage to the Use Area and any Alterations or other improvements constructed by the Club therein. The amount of such insurance shall be equal to the full insurable replacement costs of the Alterations or other improvements, as the same shall exist from time to time, but in no event more than the commercially reasonable and available insurable value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage, including coverage for debris removal and enforcement of any applicable Laws requiring the upgrading, demolition, reconstruction or replacement of any portion of the Use Area as a result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause and inflation guard protection causing an increase in the annual property insurance amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose.

12.2 **Requirements For All Policies.** Each policy of insurance required under Section 12.01 shall: (a) be in a form, and written by an insurer, reasonably acceptable to the City, (b) be maintained at the Club's sole cost and expense, and (c) require at least thirty (30) days' written notice to the City prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the Best Key Rating Guide. All insurance companies issuing such policies shall be admitted carriers licensed to do business in California. Any deductible amount under such insurance shall not exceed \$5,000. The Club shall provide to the City, upon request, evidence that the insurance required to be carried by the Club pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid. The Club shall, at least thirty (30) days prior to expiration of each policy, furnish the City with certificates of renewal thereof and shall provide the City with at least thirty days prior written notice of any cancellation or modification. The City and the Club agree, to the extent such waivers are commercially reasonable, to have their respective insurance companies waive any rights of subrogation that such company may have against the City or the Club, as the case may be.

12.3 **Certificates of Insurance.** Upon execution of this Use Agreement by the Club, and not less than thirty (30) days prior to expiration of any policy thereafter, the Club shall furnish to the City a certificate of insurance reflecting that the insurance required by this Article is in force, accompanied by an endorsement(s) showing the required additional insureds satisfactory to the City in substance and form.

13. **DAMAGE OR DESTRUCTION.**

13.1 **Definitions.**

a) "Use Area Partial Damage" shall mean damage or destruction to the improvements on the Use Area, other than the Club owned trade fixtures, which can reasonably be repaired in six months or less from the date of the damage or destruction. The City shall notify the Club in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Use Area Partial Damage shall not include

damage to turf and fence, and/or other similar items which the Club has the responsibility to repair or replace pursuant to the provisions of Section 8.01.

b) "Use Area Total Destruction" shall mean damage or destruction to the Use Area, other than the Club owned trade fixtures, which cannot reasonably be repaired in six months or less from the date of the damage or destruction. The City shall notify the Club in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

c) "Insured Loss" shall mean damage or destruction to improvements on the Use Area, other than the Club owned trade fixtures, which was caused by an event required to be covered by the insurance described in Section 12.01, irrespective of any deductible amounts or coverage limits involved. The Club shall assign to the City any such insurance proceeds.

d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by the City at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Laws governing the Use Area, and without deduction for depreciation.

e) "Hazardous Material Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Material as defined in Section 10.01, in, on, or under the Use Area which requires repair, remediation, or restoration.

13.2 Partial Damage - Insured Loss. If a Use Area Partial Damage that is an Insured Loss occurs, the City shall, at the City's expense, repair such damage (but not the Club's trade fixtures) as soon as reasonably possible and this Use Agreement shall continue in full force and effect; provided, however, that the Club shall, at the City's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, the City shall make any applicable insurance proceeds available to the Club on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Club shall promptly contribute the shortage in proceeds (except as to the deductible which is the Club's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, the City shall have no obligation to fully restore the unique aspects of the Use Area unless the Club provides the City with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If the City receives said funds or adequate assurance thereof within said 10 day period, the Club shall complete the repairs as soon as reasonably possible and this Use Agreement shall remain in full force and effect. If such funds or assurance are not received, the City may nevertheless elect by written notice to the Club within 10 days thereafter to: (a) make such restoration and repair as is commercially reasonable with the City paying any shortage in proceeds, in which case this Use Agreement shall remain in full force and effect, or (b) have this Use Agreement terminate 30 days thereafter. The Club shall not be entitled to reimbursement of any funds contributed by the Club to repair any such damage or destruction. Use Area Partial Damage due to flood or earthquake shall be subject to Section 13.03, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

13.3 Partial Damage - Uninsured Loss. If a Use Area Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of the Club (in which event the Club shall make the repairs at the Club's expense), the City may either: (a) repair such damage as soon as reasonably

possible at the City's expense, in which event this Use Agreement shall continue in full force and effect, or (b) terminate this Use Agreement by giving written notice to the Club within 30 days after receipt by the City of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event the City elects to terminate this Use Agreement, the Club shall have the right within 20 days after receipt of the termination notice to give written notice to the City of the Club's commitment to pay for the repair of such damage without reimbursement from the City. The Club shall provide the City with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Use Agreement shall continue in full force and effect, and the City shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If the City does not make the required commitment, this Use Agreement shall terminate as of the date specified in the termination notice.

13.4 Total Destruction. Notwithstanding any other provision hereof, if a Use Area Total Destruction occurs, this Use Agreement shall terminate 60 days following such destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of the Club, the City shall have the right to recover the City's damages from the Club.

13.5 Damage Near End of Term. If at any time during the last six months of this Use Agreement Term (or the last six months of any Renewal Term) there is damage for which the cost to repair exceeds Ten Thousand Dollars (\$10,000), whether or not an Insured Loss, the City may terminate this Use Agreement effective 60 days following the date of occurrence of such damage by giving a written termination notice to the Club within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if the Club at that time has an exercisable option to extend this Use Agreement, then the Club may preserve this Use Agreement by (a) exercising such option and (b) providing the City with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 20 days after the Club's receipt of the City's written notice purporting to terminate this Use Agreement or (ii) the day prior to the date upon which such option expires. If the Club duly exercises such option during such period and provides the City with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, the City shall, at the City's commercially reasonable expense, repair such damage as soon as reasonably possible and this Use Agreement shall continue in full force and effect. If the Club fails to exercise such option and provide such funds or assurance during such period, then this Use Agreement shall terminate on the date specified in the termination notice and the Club's option shall be extinguished.

14. CONDEMNATION.

If the whole or if any material part of the Use Area is taken or condemned for any public or quasi-public use under either state or federal law, by eminent domain or purchase in lieu thereof (a "Taking"), and (a) such Taking renders the Use Area unsuitable, in the City's reasonable opinion, for the purposes for which it was constructed; or (b) the Use Area cannot be repaired, restored or replaced at a reasonable expense, then the City may, at its option, terminate this Use Agreement as of the date possession vests in the condemning party. If twenty-five percent (25%) or more of the Use Area is taken and if the Use Area remaining after such Taking and any repairs by the City would not be useable (in the Club's reasonable opinion) for the conduct of the Club's sports operations, the Club shall have the right to terminate this Use Agreement as of the date possession vests in the condemning party. The terminating party shall provide written notice of termination to the other party within 30 days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If only a part of the Use Area is subject

to a Taking and this Use Agreement is not terminated, the City, with reasonable diligence, will restore the remaining portion of the Use Area as nearly as practicable to the condition immediately prior to the Taking. The Club hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws. The City shall be entitled to any and all compensation, damages, income, rent, awards or any interest thereon which may be paid or made in connection with any such Taking.

15. DEFAULT.

15.1 Events of Default. The occurrence of any of the following shall constitute a “Default” by the Club.

a) The Club fails to make any payment of Fees when due, if payment in full is not received by the City within five (5) days after written notice that it is past due.

b) The Club abandons the Use Area as defined in Section 1951.3 of the California Civil Code.

c) The Club fails timely to deliver any subordination document or estoppel certificate requested by the City within the applicable time period specified herein below.

d) The Club violates the restrictions on Transfer set forth in Article 10

e) The Club ceases doing business as a going concern; makes an assignment for the benefit of creditors; is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; all or substantially all of the Club's assets are subject to judicial seizure or attachment and are not released within thirty (30) days, or the Club consents to or acquiesces in the appointment of a trustee, receiver or liquidator for the Club or for all or any substantial part of the Club's assets.

(f) The Club fails to perform or comply with any provision of this Use Agreement other than those described in (a) through (e) above, and does not fully cure such failure within fifteen (15) days after notice to the Club or, if such failure cannot be cured within such fifteen (15) day period, the Club fails within such fifteen (15)-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice.

15.2 Remedies. Upon default by the Club, the City shall, without further notice or demand of any kind to the Club or to any other person, in addition to any other remedy the City may have under this Use Agreement and at law or in equity, have the ability to immediately terminate this Use Agreement and the Club's right to use the Use Area. Upon notice of any such termination, the Club shall immediately vacate and discontinue its use of the Use Area and the City may take any and all actions to enforce the Club's obligations.

15.3 The City's Right to Perform. The Club's Obligations. If the Club is in Default of any of its non-monetary obligations under this Use Agreement, in addition to the other rights and remedies of the City provided herein, then the City may at the City's option, but without any obligation to do so and without further notice to the Club, perform any such term, provision, covenant or condition or make any

such payment and the City by reason of doing so shall not be liable or responsible for any loss or damage thereby sustained by the Club. If the City performs any of the Club's obligations hereunder in accordance with this Section 15.3, the full amount of the costs and expense incurred or the payments so made or the amount of the loss so sustained shall be immediately be owed by the Club to the City, and the Club shall promptly pay to the City upon demand, as Additional Fees, the full amount thereof with interest thereon from the day of payment by the City the lower of ten percent (10%) per annum, or the highest rate permitted by applicable Law.

15.4 Severability. This Article 15 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable Law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

16. SURRENDER OF USE AREA.

At the termination of this Use Agreement or the Club's right of possession, the Club shall remove the Club's property including any furniture, fixtures, equipment or cabling installed by or for the benefit of the Club from the Use Area, and quit and surrender the Use Area to the City, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which the City is obligated to repair hereunder excepted. Subject to Article 7 above, the City may, by notice to the Club not less than sixty (60) days prior to the Expiration Date (except in the event of a termination of this Use Agreement prior to the scheduled Expiration Date, in which event no advance notice shall be required) require the Club, at the Club's expense, remove any Alterations and repair any damage caused by such removal. If the Club fails to remove any of the Club's property, or to restore the Use Area to the required condition, the City, at the Club's sole cost and expense, shall be entitled (but not obligated) to remove and store the Club's property and/or perform such restoration of the Use Area. The City shall not be responsible for the value, preservation or safekeeping of the Club's property. The Club shall pay the City, upon demand, the expenses and storage charges incurred. If the Club fails to remove the Club's property from the Use Area or storage, within 30 days after notice, the City may deem all or any part of the Club's property to be abandoned and, at the City's option, title to the Club's property shall vest in the City or the City may dispose of The Club's property in any manner the City deems appropriate.

17. NOTICE.

All notices shall be in writing and delivered by hand or sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth below. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if the Club has vacated the Use Area or any other Notice Address of the Club without providing a new Notice Address, three days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

For the City:
Alameda Recreation and Parks Department
Attn: Director
2226 Santa Clara Avenue
Alameda, CA 94501
(510) 747-7529
ARPD@alamedaca.gov

For the Club:
Alameda Soccer Club
Attn: President
875-A Island Drive Suite 326
Alameda, CA 94502
(510) 390-4044
president@alamedasoccer.org

18. EMPLOYMENT PROVISIONS.

18.1 Equal Opportunity. During the Term of this Use Agreement, and with respect only to employment or employees at the Use Area, the Club agrees as follows:

a) The Club will not discriminate against any employee of the Club or applicant for employment because of race, color, religion, sex, sexual preference, or national origin. The employees of the Club shall be treated during employment, without regard to their race, color, religion, sex, sexual preference, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. The Club agrees to post in conspicuous places, notices to be provided by the applicable government agencies, setting forth the provisions of this nondiscrimination provision.

b) The Club will, in all solicitations or advertisements for employees placed by or on behalf of the Club, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual preference, or national origin.

c) The Club will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City, advising the labor union or worker's representative of the Club's commitments under this Equal Opportunity Clause and shall post copies of notice in conspicuous places available to employee and in applications for employment.

19. MISCELLANEOUS

19.1 Governing Law. This Use Agreement shall be interpreted and enforced in accordance with the Laws of the State of California and the City and the Club hereby irrevocably consent to the jurisdiction and proper venue of such state.

19.2 Severability. If a section, term or provision of this Use Agreement is held invalid by a court of competent jurisdiction, all other sections, terms or severable provisions of this Use Agreement shall not be effected thereby, but shall remain in full force and effect.

19.3 Attorneys' Fees. In the event of an action, suit, arbitration or proceeding brought by the City or the Club to enforce any of the other's covenants and agreements in this Use Agreement, the prevailing party shall be entitled to recover from the non-prevailing party any costs, expenses (including out of pocket costs and expenses) and reasonable attorneys' fees incurred in connection with such action, suit or proceeding. Without limiting the generality of the foregoing, if the City utilizes the services of an

attorney for the purpose of collecting any Fees due and unpaid by the Club or in connection with any other breach of this Use Agreement by the Club following a written demand of the City to pay such amount or cure such breach, the Club agrees to pay the City reasonable actual attorneys' fees for such services, irrespective of whether any legal action may be commenced or filed by the City.

19.4 Force Majeure. Whenever a period of time is prescribed for the taking of an action by the City or the Club (other than the payment of Fees), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure").

19.5 Transfer of the Use Area. The City shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Use Agreement and in the Use Area. Upon transfer, The City shall be released from any further obligations hereunder and the Club agrees to look solely to the successor in interest of the City for the performance of such obligations, provided that any successor pursuant to a voluntary, third party transfer shall have assumed the City's obligations under this Use Agreement.

19.6 Signs. The Club shall not place any sign upon the Use Area without the City's prior written consent, which consent shall not be unreasonably withheld. All signage shall comply with the City's signage design criteria, as such exist from time to time. In addition, any style, size, materials and attachment method of any such signage shall be subject to the City's prior written consent. The installation of any sign on the Use Area by or for the Club shall be subject to the provisions of this Use Agreement. The Club shall maintain any such signs installed on the Use Area. Unless otherwise expressly agreed herein, the City reserves the right to install, and all revenues from the installation of, such advertising signs on the Use Areas that do not unreasonably interfere with the conduct of the Club's activities..

19.7 Access by The City. In addition to access provided by this Use Agreement, the City shall be allowed access to the Use Area at all reasonable times throughout the Term of this Use Agreement, for any reasonable purpose. The Club shall not change any existing locks, or attach any additional locks or similar devices to any door or window, without providing to the City one set of keys therefor. All keys must be returned to the City at the expiration or termination of this Use Agreement. The Club shall have no claim against the City for exercise of its rights of access hereunder.

19.8 Waiver of Right to Jury Trial. The City and the Club waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this Use Agreement, the relationship of the City and the Club, or the Club's use of the Use Area, including without limitation any claim of injury or damage or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance. The City and the Club agree that this Section 19.8 constitutes a written consent to waiver of trial by jury within the meaning of California Code of Civil Procedure Section 631(e)(2), and the Club does hereby authorize and empower the City to file this Section 19.8 and/or this Use Agreement, as required, with the clerk or judge of any court of competent jurisdiction as a written consent to waiver of jury trial. If the waiver set forth in this Section 19.8 is determined by any court to be invalid because it was executed prior to the commencement of any action, then the City and the Club each covenant and agree to execute and deliver to the other, within five days of a written request by the other, a waiver of the right to trial by jury similar in terms and scope to the waiver set forth in this Section 19.8 at such time following the commencement of such action as such waiver, if then made, would be valid.

19.9 Section Titles. The Section titles use herein are not to be considered a substantive part of this Use Agreement, but merely descriptive aids to identify the Section to which they refer. Use of the masculine gender includes the feminine and neuter, and vice versa.

19.10 Authority. The Club and each person executing this Use Agreement on behalf of the Club does hereby covenant and warrant that (a) the Club is duly incorporated or otherwise established or formed and validly existing under the laws of the State of California, (b) the Club has full corporate or other power and authority to enter into this Use Agreement and to perform all the Club's obligations hereunder, and (c) each person (and all of the persons if more than one signs) signing this Use Agreement on behalf of the Club is duly and validly authorized to do so.

19.11 Asbestos Notification for Commercial Property Constructed Before 1979. The Club acknowledges that the City has advised the Club that, because of their age, buildings on the Property, if any, may contain asbestos-containing materials ("ACMs"). If the Club undertakes any Alterations as may be permitted by Article 8, the Club shall, in addition to complying with the requirements of Article 8, undertake the Alterations in a manner that avoids disturbing any ACMs that may be present. If ACMs are likely to be disturbed in the course of such work, the Club shall encapsulate or remove the ACMs in accordance an approved asbestos- removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by California Health & Safety Code Sections 25915- 25919.7.

19.12 Lead Warning Statement. The Club acknowledges that the City has advised the Club that buildings built before 1978 may contain lead-based paints ("**LBP**"). Lead from paint, paint chips and dust can pose health hazards if not managed properly. Subject to Article 7 of this Use Agreement, the Club may at its sole cost and expense, have a state certified LBP Inspector complete a LBP inspection and abatement and provide an abatement certification to the City. The City has no specific knowledge of the presence of lead -based paint in the Use Area.

19.13 Certified Access Specialist Disclosure. In accordance with Civil Code Section 1938, the City hereby discloses that the Use Area has not undergone inspection by a Certified Access Specialist for purposes of determining whether the property has or does not meet all applicable construction related accessibility standards pursuant to Civil Code Section 55.53.

19.14 Time of the Essence. Time is of the essence of this Use Agreement and each and all of its provisions.

19.15 Entire Agreement. This Use Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Use Agreement and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose: It is specifically understood and agreed that this Use Agreement supersedes and replaces any agreements in the ___ License between the parties. No provision of this Use Agreement may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

19.16 Rules and Regulations. The Club shall faithfully observe and comply with any rules and regulations governing its use and occupancy of the Use Area as the City may, from time to time, promulgate.

19.17 Counterparts. This Use Agreement may be executed in multiple counterparts, each

of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, The City and the Club have executed this Use Agreement as of the day and year first Written above.

LICENSOR

CITY OF ALAMEDA,
A municipal corporation

By: _____

Eric J. Levitt
City Manager

Date: _____

LICENSEE

ALAMEDA SOCCER CLUB, INC.
A California non-profit corporation

By: _____

Name: James Murray
Title: President

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____

Amy Wooldridge
Recreation and Parks Director

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

By: Lisa Cooper for

Michael H. Roush
Chief Assistant City Attorney

IN WITNESS WHEREOF, The City and the Club have executed this Use Agreement as of the day and year first Written above.

LICENSOR

CITY OF ALAMEDA,
A municipal corporation

By: _____
Eric J. Levitt
City Manager

Date: _____

LICENSEE

ALAMEDA SOCCER CLUB, INC.
A California non-profit corporation

By: MSH
Name: Michael Skolnick
Title: Treasurer

Date: 10/26/2020

RECOMMENDED FOR APPROVAL:

By: _____
Amy Wooldridge
Recreation and Parks Director

By: _____
Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM:
City Attorney

By: _____
Michael H. Roush
Chief Assistant City Attorney

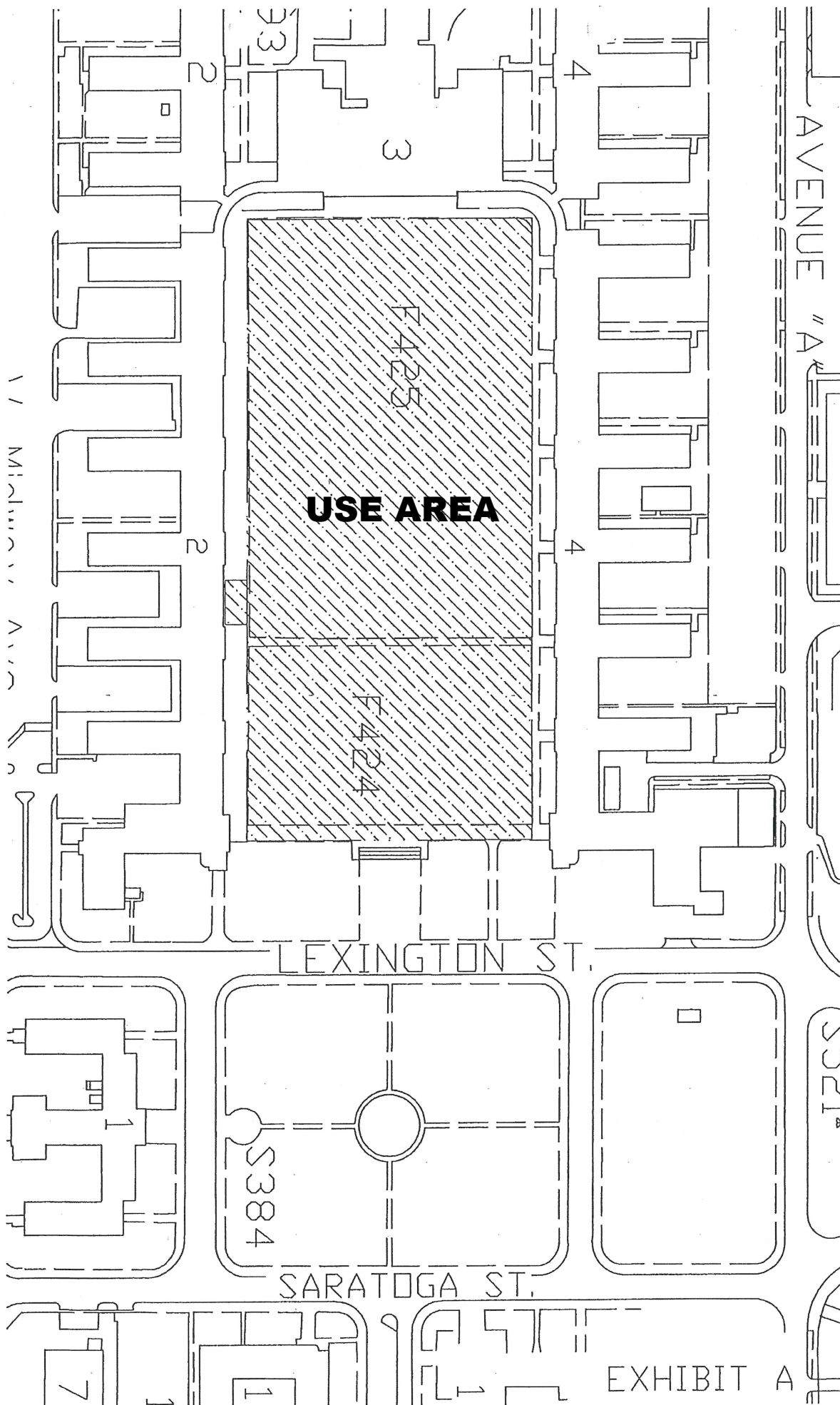


EXHIBIT A